

DEDICATION OF MAINTENANCE AGREEMENT  
FOR  
SEWAGE PUMPS, SERVICE LINES, INGRESS/EGRESS AND APPURTENANCES

\_\_\_\_\_, hereinafter termed “owners and the Metropolitan Government of Nashville and Davidson county, hereinafter termed “Metropolitan Government”, in consideration of the mutual promises of the owner and Metropolitan Government hereinafter contained, agree upon the following terms for the ingress/egress and maintenance by the Metropolitan Government and its representatives for Owners sewage pump, service line and appurtenances.

<u>Property Owner</u>	<u>Street Address</u>	<u>Map and Parcel</u>
_____	_____	_____
_____	_____	

Being part of the property conveyed to \_\_\_\_\_, the deed for which is of record in Instrument \_\_\_\_\_, R.O.D.C., Tennessee.

Owner hereby covenants with Metropolitan Government that he/she is the true and lawful owner of the above described real estate and is lawfully seized of the same in fee simple and has good right and full power to make this covenant.

Owner agrees to provide Metropolitan Government sufficient and unencumbered ingress and egress at all times in order to maintain, repair, replace and inspect sewage pumps, service lines, and appurtenances within the aforescribed property.

Metropolitan Government, its Agents, Representatives or Contractors, will restore the property to its original condition, or as near thereto as is reasonably possible if damaged in the course of maintenance work.

In no case will the Metropolitan Government be liable for any personal or property damages due to a failure of the system, except in the case of our negligence. Additionally, we will not be responsible for damage to or the replacement of any structures or landscaping which might prevent or impede our reasonable access to the system for maintenance.

The owner will be responsible for the electric power cost in operating this sewage pump.

The Metropolitan Government will provide the ongoing maintenance of the entire system, including the service line connection to the system and the electrical wiring up to the disconnection box, with the following stipulations:

- A. When installed by a developer/homeowner, a one-time system maintenance fee of \$2,500.00 and a one-time tap fee of \$860.00 will be required. This fee is based on an eight (8) year rebuild cycle and includes routine interim maintenance.
- B. Repair or maintenance performed by the Metropolitan Government which we deem is due to damage by abuse of the system will be billed to the developer/homeowner at the cost incurred by the Metropolitan Government.
- C. The Metropolitan Government reserves the right to adjust our fees and charges annually, as necessary, to reflect changes in the cost of our maintaining these systems.

This document was prepared by Metro Water Services, Property Services Section, 1600 2<sup>nd</sup> Avenue North, Nashville, TN 37208.

I/We do further covenant and bind myself/ourselves, my/our heirs and representatives to warrant and forever defend the right of the grantee to the foregoing maintenance agreement against the claim of all persons whomever.

WITNESS my/our hand(s), this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, \_\_\_\_\_, a Notary Public in and for said State and County, the within named \_\_\_\_\_ the bargainer(s), with whom I am personally acquainted, and who acknowledged that \_\_\_\_\_ executed the within instrument for the purposes therein contained.

Witness my hand and seal at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_.

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Before me, \_\_\_\_\_, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_ with whom I am personally acquainted, and who upon oath, acknowledged \_\_\_\_\_ to be \_\_\_\_\_ The within named bargainer(s), \_\_\_\_\_ and that \_\_\_\_\_, as such \_\_\_\_\_ being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_.

**FOR METROPOLITAN GOVERNMENT USE ONLY**

**This document has been reviewed and approved by:**

\_\_\_\_\_  
(Supervisor of Property)

**For the Department of Water Services on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.**

\_\_\_\_\_, Notary Public

**My Commission Expires:** \_\_\_\_\_

Sketch building and how connection will be made